

**COMPUTER MATCHING AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND
THE OFFICE OF PERSONNEL MANAGEMENT**

Match #1045

I. Purpose

This computer matching agreement (agreement) sets forth the terms, conditions, and safeguards under which the Social Security Administration (SSA) will disclose wage and self-employment income available from tax return information obtained under the authority of 26 U.S.C. § 6103 to the Office of Personnel Management (OPM). OPM will use this earnings and self-employment data obtained from SSA to match against OPM's records of disability retirees under age 60, disabled adult child survivors, certain retirees in receipt of a supplemental benefit under the Federal Employees Retirement System (FERS), and certain annuitants receiving a discontinued service retirement benefit under the Civil Service Retirement System (CSRS). The law limits the amount these retirees, survivors, and annuitants can earn while retaining benefits paid to them. Retirement benefits cease upon re-employment in Federal service for discontinued service annuitants. Therefore, OPM will use the earnings and self-employment data from SSA's file to determine continued eligibility for benefits under its program.

II. Legal Authority

This agreement is executed under the Privacy Act of 1974, 5 U.S.C. § 552a, as amended by the Computer Matching and Privacy Protection Act (CMPPA) of 1988, as amended, and the regulations and guidance promulgated thereunder.

Legal authorities for the disclosures under this agreement are 5 U.S.C. §§ 8337(d), 8341(a)(4)(B), 8344(a)(4)(b), and 8468, which establish earnings limitations for certain CSRS and FERS annuitants. The authority to terminate benefits may be found in 5 U.S.C. §§ 8341(e)(3)(B) and 8443(b)(3)(B). The Internal Revenue Code (IRC), at 26 U.S.C. § 6103 (l)(11), requires SSA to disclose tax return information to OPM upon request for purposes of the administration of chapters 83 and 84 of Title 5 U.S.C.

III. Responsibilities of the Parties

A. OPM

1. On an annual basis, OPM will provide an electronic matching finder file to SSA in a format defined by SSA that contains the necessary identifying information on retirees, survivors, and annuitants.

2. Pursuant to the Privacy Act and the Office of Management and Budget Circular A-108, OPM will provide the Congressional committees of jurisdiction and the Office of Management and Budget (OMB) with notice of this program and will publish the required matching notice in the Federal Register (Fed Reg.).

B. SSA

1. SSA will initially verify the Social Security numbers (SSN) of the retirees, survivors, and annuitants in the finder files submitted by OPM.
2. SSA will then process only the verified SSNs through SSA's earnings search and return tax information on those SSNs to OPM.

IV. **Justification and Anticipated Results**

A. Justification

OPM is obligated to verify the earnings information submitted by CSRS and FERS retirees, survivors, and annuitants. Federal law authorizes SSA to disclose the data covered by the agreement to OPM (26 U.S.C. § 6103(l)(11)). SSA and OPM have determined that matching is the most efficient and comprehensive method of collecting and comparing this information. No other administrative activity can efficiently accomplish this purpose.

B. Anticipated Results

Based upon matching activities conducted during a review of 1,308 active disability retirement cases from January 1, 2016 through June 30, 2016, there were annual savings of \$1,365,359.92 and overpayment avoidance of \$1,803,428.87. SSA does not expect any savings for any SSA programs to result from this matching program. The cost-to-benefit ratio is 1:15.97. SSA and OPM do not expect significant changes in costs and benefits for the life of this agreement.

V. **Description of Matched Records**

A. Systems of Records

SSA will match the data in OPM's finder file with SSA Enumeration data, from the Master Files of Social Security Number (SSN) Holders and SSN Applications, (60-0058), published on December 29, 2010 (The Enumeration System) (75 Fed. Reg. 82121), and amended on July 5, 2013 (78 Fed. Reg. 40543), February 13, 2014 (79 Fed. Reg. 8780) and July 3, 2018 (83 Fed. Reg. 31250 - 31251).

SSA will disclose matched data to OPM from SSA's Earnings Recording and Self-Employment Income System, 60-0059 (MEF), published on January 11, 2006 (71 Fed. Reg. 1819) and amended on July 5, 2013 (78 Fed. Reg. 40542). OPM will provide SSA with a finder file from the OPM system of records, OPM/Central-1, Civil Service Retirement and Insurance Records, 73 Fed. Reg. 15013 (March 20, 2008), amended at 80 Fed. Reg. 74815 (Nov. 30, 2015).

The Systems of Records involved in this computer matching program have routine uses permitting the disclosures needed to conduct this match.

B. Specified Data Elements

1. OPM will provide SSA with the following identifying information for each individual for whom OPM requests information: name, SSN, date of birth, and the tax year for the requested earnings.
2. SSA will disclose to OPM the following information for each individual for whom OPM requests information and whose SSN verifies: employer identification number(s), name(s), address(es), wage amount(s) from Form W-2(s), and earnings amount(s) from self-employment income.

C. Number of Records

1. OPM's annual finder file will contain the necessary identifying information for approximately 130,000 individuals, based on fiscal year (FY) 2016 numbers.
2. SSA's annual matching response file will contain approximately 130,000 records corresponding to OPM's finder file.

D. Frequency of Matching

SSA and OPM will conduct this match annually. If OPM would like to send an extra finder file in a given fiscal year, OPM may place this request with SSA. The request may be granted, at SSA's discretion, based on the ability of systems resources.

VI. Accuracy Assessments

OPM estimates based on previous matches with the same files, that OPM's records are approximately 95 percent accurate. The SSA Enumeration System used for SSN matching is 100 percent accurate based on SSA's Office of Quality Review (FY 2015 Enumeration Accuracy Report, April, 2016). OPM estimates that the matching of the identification data with SSA's tax return information to be 99 percent accurate.

VII. Procedures for Individualized Notice

A. Applicants

Both OPM and SSA will notify all applicants who apply for benefits for their respective programs that they will conduct matching programs. OPM's notice consists of appropriate language printed on its application forms or a separate handout with appropriate language when necessary.

The Internal Revenue Service (IRS) also provides standard disclosure and Privacy Act notices, which advise the taxpayer that IRS may share their tax return information with other Federal and State agencies to determine entitlement to benefits.

B. Retirees and Survivor Annuitants

Both OPM and SSA will provide subsequent notices of computer matching to their respective retirees and survivor annuitants as required. OPM's notice consists of appropriate language printed on survey questionnaires sent annually to all affected retirees and survivor annuitants. For Federal retirement annuitants subject to civil service annuity offsets, SSA provides direct notice of computer matching via annual cost of living adjustment notices.

VIII. Verification Procedure and Opportunity to Contest

A. Verification Procedure

OPM will take no adverse action regarding retirees, survivors, and other annuitants identified through the matching process solely based on information that OPM obtains from the match. OPM will contact the retirees, survivors, and other annuitants to verify the matching results in accordance with requirements of the Privacy Act and applicable OMB guidelines and as described in subsection B of this section.

The affected retirees, survivors, and other annuitants will have an opportunity to contest the accuracy of the information SSA provided. OPM will consider the information SSA provided as accurate if the affected retirees, survivors, and other annuitants do not protest within 30 days after receiving notice of the proposed adverse action. OPM will advise the retirees, survivors, and other annuitants that failure to respond within 30 days will provide a valid basis for OPM to assume that the information SSA provided is correct.

B. Opportunity to Contest

Before taking any adverse action based on the information received from the match, OPM will provide all the retirees, survivors, and other annuitants for whom OPM decides

1. OPM will advise the individual that OPM received information from SSA that indicates an adverse action affecting the annuitant's CSRS or FERS annuity is necessary;
2. OPM will advise the individual of the effective date of any adjustment or overpayment that may result;
3. OPM will advise the individual that retirees, survivors, and other annuitants have 30 days to contest any adverse decision; and that
4. Unless the retirees, survivors, and other annuitants respond to contest the proposed adverse action in the required 30-day time period, OPM will conclude that the information SSA provided is correct, and will make the necessary adjustment to the retirees, survivors, and annuitants payment.

IX. Procedures for Retention and Timely Destruction of Identifiable Records

A. OPM

OPM will retain the electronic files received from SSA only for the period of time required for any processing related to the matching program and then will destroy all such data by electronic purging, unless OPM is required to retain the information in order to meet evidentiary requirements. In case of such retention for evidentiary purposes, OPM will retire the retained data in accordance with the applicable Federal Records Retention Schedule (44 U.S.C. § 3303a). OPM will not create permanent files or a separate system comprised solely of the data provided by SSA.

B. SSA

SSA will destroy OPM's identifying information within 90 days of the date OPM acknowledging receipt of the SSA matching response file. SSA will not create a permanent file or separate system containing the identifying information OPM provides to SSA.

X. Record Use, Duplication, and Redisclosure Restrictions

SSA and OPM will adhere to the following limitations on the use, duplication, and redisclosure of the electronic files and data the other agency provides under this agreement:

- A. SSA and OPM will use and access the data only for the purpose described in this agreement.
- B. SSA and OPM will not use the data to extract information concerning the retirees, survivors, and annuitants therein for any purpose not specified by this agreement.

- C. SSA and OPM will not duplicate or disseminate the data, within or outside their respective agencies, without the written permission of the other agency to this agreement, except as required by Federal law. SSA and OPM will not give such permission unless the law requires disclosure or the disclosure is essential to the matching program. For such permission, the agency requesting permission must specify in writing what data they are requesting be duplicated or disseminated and to whom, and the reasons that justify such duplication or dissemination.

XI. Security Procedures

SSA and OPM will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II; as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related OMB circulars and memoranda, such as Circular A-130, *Managing Federal Information as a Strategic Resource* (July 28, 2016) and Memorandum M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this agreement. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal Agency business processes, as well as related reporting requirements. Both agencies recognize and will implement the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

FISMA requirements apply to all Federal contractors, organizations, or entities that possess or use Federal information, or that operate, use, or have access to Federal information systems on behalf of an agency. Both agencies are responsible for oversight and compliance of their contractors and agents.

A. Incident Reporting

If either SSA or OPM experiences an incident involving the loss or breach of PII provided by SSA or OPM under the terms of this agreement, they will follow the incident reporting guidelines issued by OMB. In the event of a reportable incident under OMB guidance involving PII, the agency experiencing the incident is responsible for following its established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness Team and the agency's privacy office.). In addition, the agency experiencing the incident (e.g., electronic or paper) will notify the other agency's Systems Security Contact named in this agreement. If OPM is unable to speak with the SSA Systems Security Contact within one hour or if for some other reason notifying the SSA Systems Security Contact is not practicable (e.g., it is outside of the normal business hours), OPM will call SSA's National Network Service Center toll free at 1-877-697-4889. Within one hour of becoming aware of a possible incident involving

OPM-provided PII, SSA will contact OPM IT Security Operations: cybersolutions@opm.gov; 844-377-6109.

B. Breach Notification

SSA and OPM will follow PII breach notification policies and related procedures issued by OMB. If the agency that experienced the breach determines that the risk of harm requires notification to affected individuals or other remedies, that agency will carry out these remedies without cost to the other agency.

C. Administrative Safeguards

SSA and OPM will restrict access to the data matched and to any data created by the match to authorized employees and officials who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, SSA and OPM will advise all personnel who have access to the data matched and to any data created by the match of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

D. Physical Safeguards

SSA and OPM will store the data matched and any data created by the match in an area that is physically and technologically secure from access by unauthorized persons at all times. Only authorized personnel will transport the data matched and any data created by the match. SSA and OPM will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

SSA and OPM will process the data matched and any data created by the match under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on the agencies' systems. SSA and OPM will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

F. Application of Policies and Procedures

SSA and OPM will adopt and adhere to applicable policies and procedures to ensure that each agency uses the information contained in their respective records or obtained from each other solely as provided in this agreement. SSA and OPM will comply with these policies and procedures, and any subsequent revisions.

G. Security Assessments

NIST Special Publication 800-37, as revised, encourages agencies to accept each other's security assessments in order to reuse information system resources and/or to accept each other's assessed security posture in order to share information. NIST 800-37 further encourages that this type of reciprocity is best achieved when agencies are transparent and make available sufficient evidence regarding the security state of an information system so that an authorizing official from another organization can use that evidence to make credible, risk-based decisions regarding the operation and use of that system or the information it processes, stores, or transmits. Consistent with that guidance, the parties agree to make available to each other upon request system security evidence for the purpose of making risk-based decisions. Requests for this information may be made by either party at any time throughout the duration or any extension of this agreement.

H. Tax Information

OPM will comply with all applicable Federal Safeguards Requirements pursuant to IRC § 6103(p)(4) and as required by IRS including those described in IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies available at <http://www.irs.gov>.

If OPM does not have a currently approved Safeguard Procedures Report (SPR), OPM will submit a new SPR to the Internal Revenue Service's Office of Safeguards detailing how all data received from SSA is processed and protected from unauthorized disclosure within 45 days from the execution of this agreement.

If there are incidents of suspected unauthorized inspections or disclosures of return information, OPM must report incidents to the Treasury Inspector General for Tax Administration and the IRS Office of Safeguards.

XII. Comptroller General Access

The Government Accountability Office (Comptroller General) may have access to all OPM and SSA data, as it deems necessary, in order to verify compliance with this agreement.

XIII. Reimbursement

SSA and OPM currently engage in several different matching programs. The programmatic savings to each agency for these matches far outweigh the costs for each agency. SSA and OPM agree that the expenses incurred by each agency in these matches are reciprocal and do not require any reimbursable arrangements between the two agencies.

The attachment provides the cost comparison analysis for reciprocal services that SSA and OPM provide to each other. However, in the event of material changes to the matching programs between SSA and OPM, SSA and OPM agree to make cost adjustments through one or more reimbursable agreements so that neither agency bears a disproportionate share of the costs.

XIV. Duration, Modification, and Termination

- A. **Effective Date:** The effective date of this agreement is March 1, 2019, provided that OPM reported the proposal to re-establish this matching program to the Congressional committees and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A); and OMB Circular A-108 (December 23, 2016), and OPM published notice of the matching program in the Fed. Reg. in accordance with 5 U.S.C. § 552a(e)(12).
- B. **Duration:** This agreement will be in effect for a period of 18 months.
- C. **Renewal:** The Data Integrity Boards (DIB) of OPM and SSA may, within 3 months prior to the expiration of this agreement, renew this agreement for a period not to exceed 12 months if OPM and SSA can certify to their DIBs that:

- 1. The matching program will be conducted without change; and
- 2. OPM and SSA have conducted the matching program in compliance with the original agreement.

If either party does not want to continue this program, it must notify the other party of its intention not to continue at least 90 days before the end of the period of the agreement.

- D. **Modification:** The parties may modify this agreement at any time by a written modification, agreed to by both parties and approved by the DIBs of each agency.
- E. **Termination:** The parties may terminate this agreement at any time with the consent of both parties. Either party may unilaterally terminate this agreement upon written notice to the other party, in which case the termination will be effective 90 days after the date of the notice, or at a later date specified in the notice.

Either agency may immediately and unilaterally suspend the data flow under this agreement or terminate this agreement if the agency:

- 1. Determines that the other agency has used or disclosed the information in an unauthorized manner;
- 2. Determines that the other agency has violated or failed to follow the terms of this agreement; or

3. Has reason to believe that the other agency breached the terms for security of data. If SSA or OPM suspends the data flow in accordance with this subsection, the agency will suspend the data until it makes a final determination of a breach.

XV. Dispute Resolution

Disputes related to this agreement will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume 1, Part 2, Chapter 4700, Appendix 10, *Intragovernmental Transaction Guide*.

XVI. Persons to Contact

A. SSA Contacts

Computer Systems Issues

Michelle J. Anderson, Branch Chief
DBIAE/Data Exchange and Verification Branch
Office of IT Programmatic Business Support
Office of Systems
6401 Security Boulevard
3108 (3-D-1) Robert M. Ball Building
Baltimore, MD 21235-6401
Telephone: (410) 965-5943
Fax: (410) 966-3147
Email: Michelle.J.Anderson@ssa.gov

Systems Security Issues

Jennifer Rutz, Director
Office of Information Security
Division of Compliance and Assessment
Suite 3208 Annex
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 966-8253
Fax: (410) 597-0845
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Matching Agreement Issues

Kelvin Chapman, Government Information Specialist
Office of Privacy and Disclosure
Office of the General Counsel
Social Security Administration
617 Altmeyer Building
6401 Security Boulevard
Baltimore, MD 21235-6401
Telephone: (410) 965-9312
Fax: (410) 594-0115
Email: Kelvin.Chapman@ssa.gov

Data Exchange Issues

Rona Demb, Agreement Liaison
Office of Data Exchange and Policy Publications
Office of Data Exchange
6401 Security Boulevard
4-B-9-F Annex Building
Baltimore, MD 21235
Telephone: (410) 965-7567
Email: Rona.Demb@ssa.gov

B. OPM Contacts:

Matching Agreement Issues

Bernard A. Wells III
Program Analyst
Retirement Services/Resource Management/Business Services
Office of Personnel Management
1900 E Street, NW, Room 3316-U
Washington, DC 20415
Telephone: (202) 606-2730
Email: bawells@opm.gov

Operational Issues

Frazella A. Brookins
Program Manager
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Office of Personnel Management
1900 E Street, NW, Room 2416
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Email: Frazella.Brookins@opm.gov

Computer System Issues

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Systems Information Security Issues

Jeffrey P. Wagner
CIO/Director of IT Security Operations
Office of Personnel Management
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Email: Jeffrey.Wagner@opm.gov

Privacy Issues

Kellie Cosgrove Riley
Chief Privacy Officer
Office of Personnel Management
1900 E Street, NW, Room 5454
Washington, DC 20415
Telephone: (202) 606-2308
Email: Kellie.Riley@opm.gov

XVII. Integration Clause

This agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all other data exchange agreements between the parties that pertain to matching of the specified tax return records by SSA with OPM's records on disability retirees under age 60, disabled adult child survivors, certain retirees in receipt of a supplemental benefit under FERS, and certain annuitants receiving a discontinued service retirement benefit under CSRS. SSA and OPM have made no representations, warranties, or promises outside of this agreement. This agreement takes precedence over any other documents that may be in conflict with it.

XVIII. Authorized Signatures

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this agreement.

Electronic Signature Acknowledgement: By clicking the SIGN button, you are signing the document electronically. You agree that your electronic signature has the same legal validity and effect as your handwritten signature on the document, and that it has the same meaning as your handwritten signature.

SOCIAL SECURITY ADMINISTRATION SIGNATURES

Monica Chyn
Acting Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

Date _____

Data Integrity Board Certification:

As Chair of the Data Integrity Board of the source agency named above, I certify that: (1) the subject matching program was conducted in compliance with the existing computer matching agreement between the parties; and (2) the subject matching program will continue without any change for an additional 12 months.

Mary Ann Zimmerman
Acting Chair, Data Integrity Board
Social Security Administration

Date _____

Office of Personnel Management

Kenneth Zawodny, Jr.
Associate Director
Retirement Services

Date _____

Data Integrity Board Certification:

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(1) the subject matching program was conducted in compliance with the existing
computer matching agreement between the parties; and (2) the subject matching program
will continue without any change for an additional 12 months.

Kellie Cosgrove Riley
Chair
Data Integrity Board

Date _____

Attachment:
Cost Benefit Analysis